

ECS File: JPA-90-6.
Project: 260SAP396/H214501C
Section: US-60/SR-260S

MEMORANDUM OF AGREEMENT
AMONG
THE STATE OF ARIZONA,
THE TOWN OF EAGAR,
AND
THE TOWN OF SPRINGVILLE

THIS AGREEMENT is entered into 3 AUGUST, 1990,
between the STATE OF ARIZONA, acting by and through its
DEPARTMENT OF TRANSPORTATION (the "State") and the TOWN OF
EAGAR, acting by and through its Town Council ("Eagar"), and
the TOWN OF SPRINGVILLE, acting by and through its Town
Council ("Springerville").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. Eagar is empowered by Arizona Revised Statutes Section
48-572 to enter into this agreement and has by resolution, a
copy of which is attached hereto and made a part hereof,
resolved to enter into this agreement and has authorized the
undersigned to execute this agreement on behalf of the Town.

3. Springerville is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the Town.

4. The State, Eagar and Springerville desire to construct
improvements to US-60, SR-260 and SR-260S in the Towns
respective jurisdictions, to include resurfacing and striping
SR-260S; constructing sidewalks on SR-260 from Burk Street to
Butler Street; curb, gutter and sidewalk construction and
reconstruction as needed on US-60 and SR-260S; participating in
a drainage study, and constructing improvements to the
Springerville port-of-entry, hereinafter referred to as the
Project, at an estimated cost of \$2,000,000.00, for the benefit
of the motoring public.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Provide plans, specifications and such other documents necessary for construction bidding and construction of the Project. Incorporate the Towns' review comments as appropriate.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor. Be responsible for any contractor claims for extra compensation.

c. Be the lead agency in the drainage study. Upon completion provide the Towns the results of the study, and determine an equitable cost allocation for the recommended improvements.

d. Upon completion and acceptance of the Project by the State, abandon SR-260S to the respective Towns.

2. Eagar will:

a. Review design documents and provide comments as appropriate.

b. Provide any available drainage data; provide any right-of-way or easements required for sidewalk and drainage improvements; participate in drainage improvements as mutually agreed upon in the drainage study; and bear the expense of any additional work such as utility relocations and lighting.

c. Accept jurisdiction and maintenance responsibility within the Town of Eagar limits for SR-260S from US 60 to SR-260 upon completion and acceptance of the Project by the State.

3. Springerville will:

a. Review design documents and provide comments as appropriate.

b. Provide any available drainage data; provide any right-of-way or easements required for sidewalk and drainage improvements; participate in drainage improvements as mutually agreed upon in the drainage study; and bear the expense of any additional work such as utility relocations and lighting.

c. Accept jurisdiction and maintenance responsibility within the Town of Springerville limits for SR-260S from US 60 to SR-260 upon completion and acceptance of the Project by the State.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon execution by all parties hereto.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 (B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Room 118E
Phoenix, AZ 85007

Town of Eagar
Town Manager
174 S. Main Street
Eagar, AZ 85925

Town of Springerville
Town Manager
23 S. Papago Street
Springerville, AZ 85938

IN WITNESS WHEREOF, the parties have executed this agreement
the day and year first above written.

TOWN OF EAGAR

STATE OF ARIZONA
Department of Transportation

By George A. Piva
Mayor
Title

By T. A. Bryant, II.
ROBERT P. MICHELSON
for Deputy State Engineer

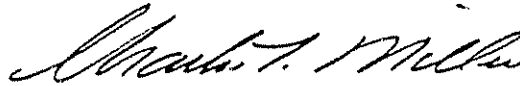
TOWN OF SPRINGERVILLE

By [Signature]
Mayor
Title

RESOLUTION

BE IT RESOLVED on this 24th day of April 1990, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Towns of Eagar and Springerville for the purpose of defining responsibilities for the construction and maintenance of improvements to US-60 and SR-260S within the respective Town limits.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.



CHARLES L. MILLER, Director
Arizona Department of
Transportation